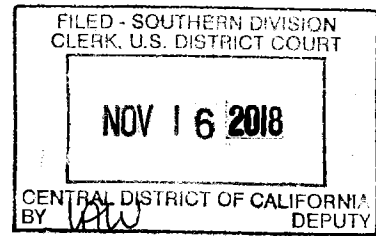


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6 *Plaintiff in Pro Se*



7 **UNITED STATES DISTRICT COURT**
8 **FOR THE CENTRAL DISTRICT OF CALIFORNIA,**
9 **SOUTHERN DIVISION**

10 LISA LIBERI,

11 Plaintiff,

12 vs.

13 ORLY TAITZ;

14 and

15 LAW OFFICES OF ORLY TAITZ;

16 and

17 DEFEND OUR FREEDOMS

18 FOUNDATIONS, INC;

19 and

20 ORLY TAITZ, INC.

21 Defendants.

CIVIL ACTION NUMBER:

8:11-cv-00485-AG (RAOx)

PLAINTIFF, LISA LIBERI'S REPLY
TO HER MOTION FOR ALTERING /
AMENDING JUDGMENT AND
RELIEF FROM FINAL JUDGMENT

Date of Hearing: December 3, 2018

Time of Hearing: 10 a.m.

Location: Courtroom 10D

22 **PLAINTIFF, LISA LIBERI'S REPLY TO HER MOTION FOR**
23 **ALTERING/AMENDMENT TO JUDGMENT**
24 **AND RELIEF FROM FINAL JUDGMENT**

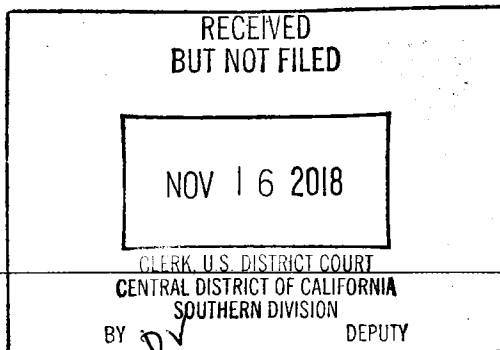


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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Defendants have once again attempted to convolute the issues Plaintiff brings
3 before the Court. Defendants have been successful in creating a chaotic mess out of
4 the issues that are really very simple and benefitted from the confusion it has caused
5 the Court.
6

7 **I. LIBERI ATTEMPTED TO MEET AND CONFER**

8 Defense claims Plaintiff failed to comply with the Meet and Confer
9 requirement. Plaintiff attempted in good faith to Meet and Confer with no final
10 response from Defense as indicated by Ms. Carr's declaration.
11

12 **II. DEFENDANTS HAVE NOT COMPLIED WITH THE TERMS OF**
13 **THE SETTLEMENT AGREEMENT**

14 Defendants provided a Declaration from Isaac Flaum dated Oct. 29, 2018 who
15 states Ms. Taitz deleted all posts about Liberi from her websites/blogs and her social
16 media accounts. Ostella Decl, pp. 1-2, ¶1.
17

18 Contrary to Mr. Flaum, Ms. Carr and Ms. Taitz, not all the posts about Plaintiff
19 Liberi have been deleted. There are active posts by Defendants about Liberi as of
20 Nov. 8, Nov. 9 and Nov. 14, 2018 on Taitz's websites/blogs and Social Media
21 Accounts, after the date of Mr. Flaum's declaration. Liberi Decl., pp. 2-3, ¶¶ 6-10,
22 Exbs 1-3. Ostella Decl, pp. 3-4, ¶¶ 7, 9.
23

24 Mr. Flaum and Ms. Taitz admit Taitz uploaded files about Plaintiff in Yumpu.
25 The publications about Liberi were uploaded and shared effective March 2018, after
26
27
28

1 the parties entered into and signed the settlement agreement which was Sept. 12,
 2 2016, Taitz breached two (2) sections in the settlement agreement, with each
 3 document Taitz published. Liberi Decl, pp. 6-7, ¶21.
 4

5 **III. DE-INDEXING WON'T WORK, DEFENDANTS HAVE NOT**
 6 **DELETED THE POSTS, URL'S OR LINKS, THEY WILL KEEP**
 7 **RE-INDEXING**

8 Defendant's claim Liberi is the one in breach because she will not sign a
 9 stipulation to de-index Taitz's posts. Liberi explained to defense Counsel de-indexing
 10 will not work until Taitz deletes all the URL links and summaries. Liberi uploaded
 11 the URL links to google and requested the posts about her to be indexed. Many of the
 12 posts disappeared from the google search index, but re-appeared in google twenty-
 13 four hours later, the posts re-indexed, some with different URL and some with the
 14 same. Liberi Decl., pp. ¶¶6-7, Exbs 12-14. As long as Taitz continues manipulating
 15 the posts and her created summaries, de-indexing will not work, A Court order will be
 16 required each time the summary reappears with a different or new URL's Liberi Decl,
 17 p. 7 ¶ 22.
 18
 19

20 Because Taitz has not deleted the posts and URL's Posts have not been actually
 21 deleted. Blog content has been changed to read 404. This is not a server error page.
 22 This is literally 404 typed into the blog content box for publishing. The original post URL
 23 and blog summary (Excerpt used for search engines). Ostella Decl, p. 4, ¶10.
 24
 25
 26
 27
 28

1 The link staying live with content keeps the posts from deindexing from search
2 engines. Search engines will remove broken links upon request if they don't
3 automatically drop from indexing. Ostella Decl, pp. 3-4, ¶¶9-10.
4

5 Blog control panels have URL customization options. Server hosting control
6 panels also have URL customization options. Defendant has used this option to create
7 URLs that read PDF when they are actual pointing to HTML pages.
8

9 Continuously moving files from one server to another keeps blog posts out of
10 search engines until the author is ready to publish for indexing.

11 WordPress control panels also have what some call a mute button. Selecting this
12 option keeps pages from public view while controlling what audience can read pages by
13 giving them access to URLs.
14

15 Defendants have not deleted the posts about Liberi. Instead, as of Nov. 14, 2018,
16 server monitors and search engine tools have shown Defendants integrated private
17 PCs with peer to peer file sharing behind a virtual private network. Defendants
18 have migrated various posts about Liberi to new server accounts, republished older
19 posts with new URLs, new titles, as well as with new internet article summaries.
20
21 Liberi Decl, pp. 6-7, ¶¶ 19-21, Exbs 12-14. Ostella Decl, pp. 3-4, ¶9.
22

23 Article summaries in blog post applications are also called Excerpts.
24
25 Excerpts are literally a separate field box in the blog content creation field that
26 allows an author to type in separate content from the main blog application that
27 will show in the search engine article summaries. This content will stand live and
28

1 separate from the actual blog post on the website/blogs. This feature enables
2 changeable, editable content to stand in search engine results regardless as to what
3 the main blog content says. This includes if the author deletes the main content
4 and types in "404", as Taitz has done on the posts about Liberi located on Orly
5 Taitz's sites. The new and changed summaries are new publications because Taitz
6 changed the verbiage, the content about Liberi. Ostella Decl, p. 4, ¶10.

9 Taitz has created accounts with online data storage lockers like Yumpu
10 which hosted the entire filings of this case. This was even verified in Taitz's
11 contractor's declaration. But, since her own contractor had Taitz delete this
12 account; a new account has appeared, Slidex.tips. Slidex.tips is another variation
13 of an online data storage locker. All these behaviors subvert the spirit of the 2016
14 settlement agreement. Ostella Decl, pp. 4-5, ¶11.

16 Like Yumpu, Slidex.tips is an online data storage locker. However, this site
17 comes with cross site stitching tools (java XSS) to mask embedding and
18 redirecting site hosting. But, also like Yumpu, storing and embedding documents
19 from this site also comes with advertising revenue incentives. These are new
20 publications. Masking them doesn't hide that fact. Ostella Decl, p. 5, ¶12.

21 The posts, personal identifying information, coupled with all the lies and
22 smears, has been introduced to public, historic records by certified private
23 investigators, propagated by an officer of the court (defendant Orly Taitz) and
24 published by partnering institutes such as the Library of Congress and the
25 Smithsonian. Ostella Decl, p. 5, ¶14.

26 No matter what the record shows from this point on, the defamation of the
27 Plaintiffs will be historically branded perpetrators of crimes Plaintiffs have never
28

1 committed with all their personal data attached to it. Ostella Decl, p. 4-5, ¶15.

2 **IV. THE SINGLE PUBLICATION RULE DOESN'T APPLY**

3 The rule that each publication of a defamatory statement gives rise to a new cause
4 of action for defamation applies when the original defamer repeats or recirculates his or
5 her original remarks to a new audience. See *Kanarek v. Bugliosi*, (1980) 108 Cal.App.3d
6 327, 332, 166 Cal.Rptr. 526; Rest.2d Torts, § 577A, subd. (1), com. a, p. 208; 5 Witkin,
7 Summary of Cal. Law, *supra*, Torts, § 478, p. 562.) *Shively v. Bozanich* (2003) 31
8 Cal.4th 1230, 1237, 7 Cal. Rptr.3d 576, 584, 80 P.3d 676, *Hebrew Acad. of S.F. v.*
9 *Goldman*, 42 Cal.4th 883, 70 Cal.Rptr.3d 178, 173 P.3d 1004, 1007 (2007)

12 Here, Taitz republished all her defamatory and disparaging posts about Liberi on
13 Mar. 23, 2018 on new international servers on a new site, taitzreport.com to new
14 audiences in Germany and the UK; on yumpu.com; and from Mar. 2018
15 new/altered/changed search return summaries of her posts about Liberi, 8-9 years after
16 the posts originated on orlytaitzesq.com. These are new publications. The single
17 publication rule does not apply. See *Shively*, 7 Cal.Rptr.3d 576, 80 P.3d at 685 & n. 7;
18 *Schneider v. United Airlines, Inc.*, 208 Cal.App.3d 71, 256 Cal. Rptr. 71, 74-75 (1989),
19 ("[T]he single publication rule ... does not include separate aggregate publications on
20 different occasions." quoting *Kanarek v. Bugliosi*, 108 Cal.App.3d 327, 166 Cal.Rptr.
21 526, 530.(1980); cf. *Christoff v. Nestle USA, Inc.*, 47 Cal.4th 468, 97 Cal.Rptr.3d 798,
22 213 P.3d 132, 138 (2009)

23 Our courts hold the repetition by a new party of another person's earlier
24 defamatory remark also gives rise to a separate cause of action for defamation against the
25 *original defamer*, when the repetition was reasonably foreseeable. *Shively*, 42 Cal App.
26 3d at 584 quoting *Mitchell v. Superior Court* (1984) 37 Cal.3d 268, 281, 208 Cal.Rptr.
27

1 152, 690 P.2d 625; 5 Witkin, Summary of Cal. Law, *supra*, Torts, § 478, p. 562; 1
2 Smolla, Law of Defamation, *supra*, § 4:91, pp. 4-138-4-139.) It is the foreseeable
3 subsequent *repetition* of the remark that constitutes publication and an actionable wrong
4 in this situation, even though it is the original author of the remark who is being held
5 accountable. *Schneider v. United Airlines, Inc.* (1989) 208 Cal.App.3d 71, 75-76, 256
6 Cal.Rptr. 71.)

7
8
9 Other third-party sites have been republishing Defendants posts about Liberi.

10 **V. DEFENDANTS BREACHED EACH TERM THAT COULD BE**
11 **CONSTRUED AS DEFENDANTS CONSIDERATION**

12 It is Plaintiff's position that a valid contract does not exist as explained herein.
13 Without waiving this, and in the event the Court finds differently, Defendants Breached
14 the Settlement Agreement Sections/Terms 2.2 (Full Release of all Liability, except for
15 Breaches, Exb. "1". pp. 4-5; 10.1(B) (Removal of Internet Posts), Exb. "1", p. 8; 10.1(D)
16 (Defendants will not make any Internet posts or Public Statements about Plaintiff), Exb.
17 "1". p. 9; Sections 11 and 11.1 (Non-Disparagement), Exb. "1". p. 9.

18 Defendants breached Section 2.2 of the Settlement Agreement by naming Shirley
19 Waddell, Plaintiff's mother in a lawsuit. The filed Complaint was stricken by the Court,
20 but the breach still occurred; and this complaint is available on the internet.

21 The case was concluded Oct. 9, 2018, but Defendants failed to delete all the posts
22 about Plaintiff from all their blogs, websites, google images and docs accounts and social
23 networks. Liberi Decl, pp. 2-3, ¶¶6-10, Exbs 1-3.

24 Defendants breached Sections 10.1(D), 11 and 11.1 by republication of the posts
25 about Plaintiff containing false stories, accusing her of numerous crimes and disparaging
26 her name, credibility, work ethics, honesty, destroying her reputation, etc. through the
27 unfiled third party complaint, republishing on foreign servers and repropagated the posts
28 about Plaintiff to ensure the summaries of the posts containing disparaging and

1 defamatory allegations, would remain in all search engines, websites and blogs in the
2 U.S. and internationally. All of Defendants' false stories about Plaintiff, accusing her of
3 numerous crimes and disparaging her name, credibility, work ethics, honesty, destroying
4 her reputation, etc., will forever remain on the Internet/World Wide Web.

5 In breaching the Settlement Agreement (Contract) Defendants also Breached the
6 Implied Covenant of Good-Faith and Fair Dealing.

7 **VI. RESCISSION IS PROPER IN THIS CASE**

8 California law permits rescission of an agreement "[i]f the consideration for the
9 obligation of the rescinding party fails, in whole or in part, through the fault of the party
10 as to whom he rescinds." *Cal. Civ. Code* § 1689(b)(2). The right to rescission for failure
11 of consideration exists if the failure is material or goes to the essence of the contract. §
12 *Cal. Civ. Code* § 1689(b), *Wyller v. Feuer*, 85 Cal. App.3d 392, 149 Cal.Rptr. 626, 633
13 (1978).

14 Under California law, it is black letter law that rescission "restores the parties to
15 their former position." 1 Witkin, Summary of California law, 10th Contracts § 926
16 (2005); *see also Runyan v. Pac. Air Indus., Inc.*, 2 Cal.3d 304, 316, 466 P.2d 682, 691, 85
17 Cal.Rptr. 138 (1970) ("It is the purpose of rescission to restore both parties to their
18 former position(s) as far as possible....")

19 Plaintiff provided Defendants Notice of Rescission of the Sept. 12, 2016
20 Settlement Agreement (Contract) on August 28, 2018 and demanded immediate return of
21 her Consideration in the amount of \$20,000,000.00 (twenty-million dollars) for the value
22 of Plaintiff's case dismissed with prejudice. The amount of Plaintiff's Consideration is
23 consistent with awards in California and the Ninth Circuits jurisdiction, *see Wynn v.*
24 *Francis*, Los Angeles Superior Court Case No. BC438884 upheld in the unpub. Opinion
25 *Wynn v. Francis*, CA2/4, B245401 (Cal. Ct. App. 2014); *Cohen v. Hansen*, Case No.
26 2:12-cv-01401-JCM-PAL (D. Nev. March 1, 2016).
27
28

1 Fraudulent Inducement, Duress and Undue Influence: Defendants threatened to
2 sue Plaintiff's elderly mother who is in failing and poor health. Plaintiff could not afford
3 to pay her mother's legal fees, and Plaintiff's mother did not have the financial resources
4 to pay for legal fees. If Plaintiff accepted Defendants Settlement Agreement, Defendants
5 promised: (A) not to go after Plaintiff's elderly mother; (B) not to republish anything
6 about Plaintiff; (C) not disparage Plaintiff; and (D) To refrain from any further internet
7 or social media posts about Liberi and (E) To delete all publications about Plaintiff upon
8 conclusion of the case.
9

11 Plaintiff believed and relied on Defendants promises and signed the agreement.
12 Defendants did not intend to comply with their promises and instead breached every
13 promise.
14

15 Due to Defendants continued republications of all the posts about Plaintiff,
16 deleting the posts from Defendants sites, will not remove the posts, summaries, pictures,
17 etc. about Plaintiff from the Internet. Lawsuits or Court Orders naming each website,
18 blog, social media account, online data locker and search engine carrying Defendants
19 posts about Liberi would be required, hundreds if not thousands. This would be far too
20 expensive and take years. And, this would not cure or remove the Defendants posts from
21 international sites and search engines.
22

24 Plaintiff would have never agreed to a settlement agreement leaving the damaging
25 posts and publications on the internet. Plaintiff's entire case was about the damaging
26 effects of Defendants false posts. Defendants breaches are material breaches and cannot
27
28

1 be repaired. *Medico-Dental Bldg Co. of Los Angeles v. Horton & Converse*, 21 Cal. 2d
2 411, 433-34 (1942).

3
4 **VII. RESTITUTION**

5 Defendants received dismissal of Plaintiff's First Amended Complaint with
6 prejudice (\$20,000,000.00) pursuant to the written contract. Plaintiff provided notice of
7 rescission of the contract on August 28, 2018. Plaintiff rescinded the contract for Lack of
8 Consideration, Fraud in the Inducement, Undue Influence, Duress, Failed Consideration
9 and Constructive Fraud.

10 Defendants have failed and refused and continues to fail and refuse to restore to
11 Plaintiff the consideration (\$20,000,000.00) or any thereof.

12 A party to a contract may rescind it if, among other things, "the consideration for
13 the obligation of the rescinding party, before it is rendered to him, fails in a material
14 respect from any cause." (Civ. Code, § 1689, subd. (b)(4); *Asmus v. Pacific Bell* (2000)
15 23 Cal.4th 1, 6, fn. 2. If the failure of consideration is total—that is, if "nothing of value
16 has been received under the contract by the party"—a court may also award the
17 rescinding party restitution. *Rutherford Holdings, LLC v. Plaza Del Rey* (2014) 223
18 Cal.App.4th 221, 230, quoting *Richter v. Union Land etc. Co.* (1900) 129 Cal. 367, 373;
19 *Brown v. Grimes* (2011) 192 Cal.App.4th 265, 281. .

20 As a result of Lack of Consideration, Fraud in the Inducement, Undue Influence,
21 Duress, Failed Consideration and Constructive Fraud, Defendants unjustly retained the
22 benefit of \$20,000,000.00 at the expense of Plaintiff.

23 **VIII. CONCLUSION**

24 Defendants were fully aware of their requirements and duties outlined in the
25 parties Settlement Agreement. Defendants breached the Settlement Agreement and
26 were fully aware Liberi received no consideration. Liberi is damaged by the Court's
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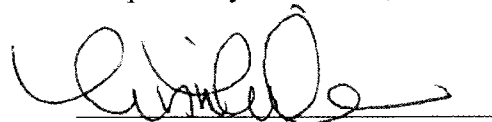
1 Order as it justifies Defendant's false stories and the posts will never come down.

2 With this, Plaintiff's reputation remains tarnished.

3
4 The Court's incorrect conclusions and determinations are obviously unjust and
5 prejudicial to the Plaintiff. This warrants the Granting of this Motion; Altering the
6 Judgment, Dkt No. 842 and the Court Amending its October 5, 2018 Order, Dkt No.
7 841, Granting Plaintiff her requested relief. *Burtenshaw v. Berryhill*, U.S.D.C. Case
8 No. 5:16-CV-02243-GJS. C.D. CA Jan. 23, 2018) quoting *Turner v. Burlington N.*
9 *Santa Fe R.R. Co.*, 338 F.3d 1058, 1063 (9th Cir. 2003) (Granting a Rule 59(e)
10 Motion is appropriate to "prevent manifest injustice."). And, Granting Plaintiff Relief
11 from a Final Judgment. *Latshaw v. Trainer Wortham & Co., Inc.*, 452 F.3d 1097,
12 1100 (9th Cir. 2006) ("Rule 60(b)(1) provides, "On motion . . . the court may relieve a
13 party or a party's legal representative from a final judgment, order, or proceeding for .
14 . . mistake, inadvertence, surprise, or excusable neglect.")

15
16 For the reasons stated herein, Amendment of the Court's Order, Dkt No. 841
17 and Relief from Final Judgment allowing Plaintiff to file her Complaint for Breach of
18 Contract, Rescission, Restitution and Declaratory Relief is warranted.
19
20
21

22 Respectfully submitted,

23
24 

25 Dated: November 15, 2018

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CERTIFICATE OF SERVICE

I, Lisa Liberi, hereby certify that a true and correct copy of Plaintiff Lisa Liberi's Reply to her Motion for Ammendment and Relief from Final Judgment was served this 19th day of November 2018, electronically through the Court's ECF filing system upon its filing on the following:

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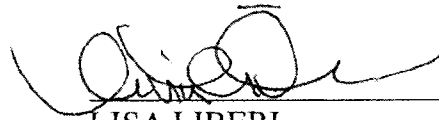
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